



Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement, MSC #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

January 8, 2010

NOTICE TO OFFERORS

ADDENDUM NO. 2

QQ-01540

The following changes and/or additions shall be made to the original Request For Proposal No. QQ-01540, Software Solution System for Loudoun County Government Finance and Administration and Loudoun County Public Schools Administration, an Integrated Tax Revenue System, and Integrated Computer Aided Mass Appraisal and Land Use System. ***Please acknowledge receipt of this addendum by signing and returning with your proposal.***

**Questions #1 and #6 submitted by Oracle.**

1. The RFP and matrix have different definitions for each. Please advise which definition we should use for defining the CU and CB codes.

A. Please replace the existing table in Section 4.8 with the following table:

<b>F</b> Fully Provided "Out-of-the-Box"	<b>CU</b> = Custom Development to Underlying Code Required
<b>CB</b> Custom Development to Underlying Code as Part of Base Code	<b>CO</b> Configuration (Setup required with builtin tools and procedures but no change in source code is required)
<b>TP</b> Third Party Software Required to Fully Provide Requirement	<b>R</b> Provide with Reporting Tool
<b>NA</b> Not Available	

2. In Attachment 12A functional matrices there is reference to a tab labeled "Proposed Software". Are we missing a tab or should we create a tab with the abbreviations for the modules we are proposing?

A. See attached Proposed Software tab.

3. Is the following scenario acceptable under Section 1.3? A software company responds to the RFP as the Software Firm only and expressly disclaims responsibility for the implementation of this project. (This is due to accounting issues with respect to software sales.) In other words, the software company would only be responsible for its own commercial software products and accompanying technical support. The software

company's response would accompany the Implementation Firm's response. The Implementation Firm would be the prime offeror and would be responsible for the turnkey system. Any implementation assistance by the Software Firm that is required by Section 4.12.2 would be provided through the Implementation Firm under a consulting subcontract.

- A. Yes provided one comprehensive proposal which includes software, maintenance, implementation, integration, migration and all other services referenced in our RFP with one single point of contact is submitted.
- 4. Alternatively, may the software be offered through an authorized reseller of the software company? Such reseller may or may not be the Implementation Firm.
  - A. A reseller may submit a proposal as long as that proposal includes software, maintenance, implementation, integration, migration and all other services referenced in our RFP with one single point of contact.
- 5. May the software company submit a partial proposal solely for its own software and technical support, apart from any implementation vendor?
  - A. No the County is seeking proposals that include software, maintenance, implementation, integration, migration and all other services referenced in our RFP with one single point of contact.
- 6. In addition to presenting its standard sample license agreements as required by Section 4.20, is it acceptable for the software company to submit for consideration a Master Software License and Services Agreement that was recently negotiated with VITA acting on behalf of the Commonwealth? Use of the terms and conditions of the VITA agreement for this opportunity may expedite negotiations since this agreement already contains all provisions required by Virginia law.
  - A. Yes this is a acceptable option to submit for the County's consideration.

**Questions #7 - 9 submitted by Colorado CustomWare, Inc.**

- 7. In regards to Section 6.32, Performance Bond: Since the dot com downfall, custom software companies have been required to have at least \$10 million cash in the bank be bonded. This is an impossible task, even for very successful mid-sized software companies such as ours.

We have not been successful at obtaining bonding in the past; however we have been very successful in working out alternate terms with many jurisdictions such as yours. We would like to request that you consider retainage in lieu of a performance bond.

One of the reasons this has been acceptable to our other clients is our unique source code policy (Loudoun County will own and have rights of use to application software). We recommend that Loudoun County retain a percentage of each Service Milestone Payment set forth in the Service Milestone Payment Schedule unless and until the System is in use and accepted as complete. The retained amounts would be payable to Contractor on a date agreed to by the Contractor and the PTAS during contract negotiations.

- A. Performance bonds shall be required from awarded offerors for each initiative awarded to the offeror. The amount of the performance bond shall be 100% of the contract award amount. (Example: If an offeror is awarded the contract for initiative #3 in the amount of \$1 million, that offeror shall provide a performance bond to cover 100% of the \$1 million contract award)

Retainage is already addressed in Section 6.21.3 of the RFP.

8. Is it permissible to submit two bids – one as an independent contractor and a second option with a Systems Integrator?

- A. Yes as long as each proposal includes software, maintenance, implementation, integration, migration and all other services referenced in our RFP with one single point of contact.

9. Can you please provide the parcel count for Loudoun County?

- A. The parcel count is listed in the Project Description document of Appendix C.

Prepared By: \_\_\_\_\_



Date: \_\_\_\_\_

1/8/2010

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_